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the contract thereby became void. It is submitted that that case is distinguishable from the principal case in that it would apparently not be illegal for the defendant in the principal case to file and abide by the schedule fixed by the state.

CONSTITUTIONAL LAW—REQUIRING CARRIERS TO GRANT FREE TRANSPORTATION TO POLICE.—Defendant was convicted of assault and battery upon a member of the police force of Jersey City, and justified upon the ground that the latter was lawfully ejected by defendant, acting as servant of the street railway company, for refusal to pay fare. This defense was met by the act of 1912 requiring street railways to grant free transportation of uniformed public officers while engaged in the performance of their duties and of detectives whose duties require police duty to be performed without uniform. There was no question that the policeman came within the provisions of the act, but its constitutionality is questioned because it is said to take the railroad's property without compensation. *Held* that the law is constitutional. *State v. Sutton* (N. J. 1912), 84 Atl. 1057.

In *Wilson v. United Traction Co.* 72 App. Div. 233, 76 N. Y. Supp. 203 the court held a statute providing for the riding of policemen and firemen without charge on street railroads unconstitutional, saying "The only advantage secured by the act to the public is that the railroad company instead of the municipality pays the fare. Such an advantage may be a public convenience, but the right to take the property of the individual citizen or of a class for the sole reason that the proceeds of it would be convenient to aid the municipality in defraying its general expenses, has not yet been conceded as a legitimate exercise of the police power, and we are not disposed to concede it now." An act requiring the transportation of school children at half fare—less than cost—was held constitutional in *Interstate Consolidated Ry. Co. v. Massachusetts*, 207 U. S. 79, 28 Sup. Ct. 26, 52 L. Ed. 111. But in the latter case it was said; "A majority of the court considers that the case is disposed of by the fact that the statute in question was in force when he plaintiff in error took its charter, and confines itself to that ground." In the principal case the court based its opinion on the following grounds: (1) the company did really receive some indirect compensation in the protection afforded by the mere presence of the officer, (2) the statute in question was a valid exercise of the police power, (3) for many years both prior and subsequent to the incorporation of the company it had been customary to carry policemen free. As to the first point it would scarcely seem to be such a compensation for the taking of private property as the law requires. The second point is sufficiently answered by the quotation from *Wilson v. United Traction Co.*, *supra*. As the third, it is difficult to see why, if the custom referred to was expected to bind, it was not included in the terms of the franchise. The scarcity of decisions on this particular point is probably accounted for by the fact that such provisions have generally been expressed in the franchise or in statutes in force at the time of granting the franchise.

CONTRACT OF INFANT—DUTY TO RETURN CONSIDERATION UPON DISAFFIRMANCE.—Plaintiff purchased hay from the defendant, who was an infant en-